Southern Ry. Co., a Virginia corporation, having complied with these provisions, was sued by a citizen of South Carolina in the courts of that state. *Held,* that the railway company was not a citizen of South Carolina, and was therefore entitled to a removal of the cause to the federal court. Gary, A. J., Pope, J., and Townsend, Circuit Judge, *dissenting.*

The weight of authority would seem to be with the dissenting opinion. In a Kentucky case it is stated that a foreign corporation does not become a corporation of that State by being licensed to do business in a State, but is suable as a non-resident; yet if a corporation is created by the adoption of a foreign corporation, its status is the same as if it had been originally incorporated by the State adopting it. *Uphoff v. Chicago R. Co.,* 5 Fed. 545. Alabama, Georgia, Pennsylvania, Virginia and West Virginia courts have upheld this view. *Contra, Markwood v. Southern Ry. Co.,* 65 Fed. 817. The two cases on which the opinion of the court is chiefly based are not wholly parallel to the case in hand. In one the plaintiff was herself a citizen of the State of the defendant's original incorporation. *R. R. Co. v. James,* 161 U. S. 545, 40 L. Ed. 802. In the other the plaintiff, as an Indiana corporation, sued a Kentucky corporation, although itself domesticated in Kentucky. *Louisville, etc., R. Co. v. Louisville Trust Co.,* 174 U. S. 552.

INJUNCTION—PUBLICATION OF LIBEL.—MARLIN FIREARMS CO., v. SHIELDS, 64 N. E. 163 (N. Y.).—Defendant published "fake" letters falsely attacking the quality of articles manufactured by plaintiff. Plaintiff brought bill in equity to enjoin further publication, alleging that he had no adequate remedy at law and that it was impossible to ascertain or prove special damages. *Held,* that publication could not be enjoined.

For a discussion of the principles involved, see XI *Yale Law Journal* 372, where the opinion of the Appellate Division, now reversed, was commented upon and adversely criticised.

INSURANCE—ADDITIONAL INSURANCE—ESTOPPEL.—RAUCH V. MICHIGAN MILLERS' INS. CO., 91 N. W. 160 (MICH.).—Where a policy holder took out additional insurance contrary to the terms of the policy, but notified the company which did not reply, *held,* that the company is estopped from claiming that the policy is avoided. Prant, J., *dissenting.*

No recovery can be had where additional insurance is taken out contrary to the terms of the policy. *Continental Ins. Co. v. Hullman,* 92 Ill. 145; *Ill. Mutual Fire Ins. Co. v. Fix,* 53 Ill. 151; *Germania Ins. Co. v. Klewer,* 129 Ill. 600. But the principle that the silence of the company indicates that it is willing to continue the policy, is well established in *Phoenix Ins. Co. v. Johnson,* 42 Ill. 66; *Ill. Fire Ins. Co. v. Stanton,* 57 Ill. 354; *Williamsburg City Ins. Co. v. Cary,* 83 Ill. 453.

JURISDICTION—STATE BOUNDARIES—ADJACENT WATERS.—LENNAN V. HAMBURG-AMERICAN S. S. CO., 77 N. Y. SUPP. 60.—*Held,* the New Jersey courts have jurisdiction of an offense committed on the seas within three miles of the New Jersey shore.

By the law of nations, every nation has exclusive jurisdiction to the distance of a marine league over the waters adjacent to its shores. *Church v. Hubbart,* 2 Cranch 234; *The Brig Ann,* 1 Gallis. 62. And over all bays wholly within the territory of the country which do not exceed two marine